

PERMANENT EASEMENT
(City Property)

Grantor: City of Fort Collins, Colorado, a municipal corporation

Grantor Signing Authority and Title: Jenni Arndt, Mayor

Grantor Mailing Address: Real Estate Services, P.O. Box 580, Fort Collins, Colorado 80522

Grantor Phone Number/Email: 970-221-6211 / RealEstateServices@fcgov.com

Grantee: 4401 Innovation Dr L.L.C and Kederike, LLC

Grantee Signing Authority and Title: Neil Bellefeuille, Partner

Grantee Mailing Address: 4401 Innovation Dr, Fort Collins, CO 80525

Grantee Phone Number/Email: 970.889.4700

/ neil@zerozerotwo.pro

Effective Date: July 1, 2025

Consideration: \$695.00

Easement Improvements: Drainage Improvements, including one (1) eighteen (18) inch storm pipe, buried rip-rap, and related restoration

Easement Appurtenant to Grantee's Property? ☒ Y ☐ N: If so, see **Exhibit C**

Special Restoration Requirements? ☐ Y ☒ N: If yes, see **Exhibit D**.

Exhibits [check all that apply]:

☒ **Exhibit A – Grantor's Property** (number of pages): 1

☒ **Exhibit B – Easement Area** (number of pages): 2

☒ **Exhibit C – Grantee's Property** (number of pages): 1

☐ **Exhibit D – Special Restoration Requirements** (number of pages):

All checked exhibits are attached and incorporated into this Conveyance by reference.

This **PERMANENT EASEMENT** (the "Conveyance") is made and entered into on the Effective Date by and between Grantor and Grantee.

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Larimer County, Colorado, which is legally described on **Exhibit A** (the "Grantor's Property").

Grant of Easement – Consideration. For and in consideration of the covenants and agreements herein set forth, the sum of the Consideration and other good and valuable consideration, the receipt and adequacy of which Grantor acknowledges, Grantor grants, sells, and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Easement") on, over, under, and across the Grantor's Property as described more fully on **Exhibit B**, (the "Easement Area"), for the benefit of Grantee's Property, which is described in **Exhibit C**, attached hereto. The Easement includes the right of vehicular and pedestrian ingress and egress to the Easement Area, and the right to install, maintain, and use gates in all fences that cross the Easement Area now or in the future.

2. Purpose and Use of Easement. Grantee may use the Easement to install, access, operate, maintain, repair, reconstruct, relocate, improve, enlarge, replace, inspect, and remove, at any time and from time to time, the Easement Improvements, and for the temporary storage and staging of materials and equipment. Grantor further grants to Grantee:

- The right of ingress to and egress from the Easement Area over and across Grantor's Property by means of any roads and lanes thereon, or as otherwise agreed in writing by Grantor;
- The right to mark the location of the Easement Area by suitable markers set in the ground;
- The right to install temporary fencing and gates for security and safety purposes during construction activities.

After initial installation of the Improvements, if Grantee wishes to relocate or replace the Improvements with any other number or type of similar improvements, either in the original location or at any alternate location or locations within the Easement Area, such improvements must be generally consistent with the intended purposes of the Easement, and Grantee must give Grantor advance notice of any change in the type, number or location of improvements and cannot proceed until Grantor has provided its written consent, which shall not be unreasonably withheld or delayed.

3. Grantor's Rights in Easement Area.

- A. Grantor reserves the right to use the Easement Area for purposes that will not interfere with Grantee's full enjoyment of the rights granted herein, including but not limited to Grantor's right to operate or allow others to operate utility improvements within the Easement Area.
- B. Grantor may plant or maintain permanent trees, shrubs or other plant material in the Easement Area provided that no such plantings may be planted directly over the Easement Improvements. Grantor may install or utilize signs or paths over the Easement Area, and may pave, surface in some other manner, or otherwise improve the Easement Area as Grantor desires. Additionally, Grantor may install permanent buildings or structures over the Easement Area; however, Grantor agrees to remove such structures at its expense if reasonably required for Grantee's access to the Easement Area, and to assume all risk, repair, and maintenance if any damage occurs to these permanent buildings and/or structures as a result of Grantee's use of or activities over or within the Easement Area.

4. Grantee's Obligations Regarding Easement Areas.

- A. All activities by the Grantee on the Easement Area, including access across Grantor's Property, must be carried out in a manner and on a schedule reasonably expected to minimize disturbance to the natural features of said property, any improvements thereon, and the Grantor's intended purposes therefor.

- B. Grantee must maintain the Easement Improvements in an entirely secure, safe and sanitary condition, and repair the Easement Improvements as necessary to ensure the Easement Improvements do not cause injury or damage to persons or property.
 - C. Grantee shall notify Grantor a minimum of one week prior to performing any construction, maintenance, repair, or other work on or within the Easement Area and shall in advance of any non-emergency work submit a construction plan and schedule to Grantor for approval, which approval shall not be unreasonably delayed or withheld. Grantee will need a Temporary Construction Easement from Grantor if working on Grantor's Property outside of the Easement Area. Notwithstanding these notification requirements, in cases of emergency repair, Grantee shall notify Grantor of the emergency and provide related construction plans and schedules as soon as reasonably practicable.
 - D. In the event damage occurs from Grantee's use of or activities over or within the Easement Area or on Grantor's Property, including but not limited to the installation, maintenance, or operation of the Easement Improvements within the Easement Area, Grantee agrees to make such repairs or take such other action as may be necessary to restore the Easement Area and Grantor's Property to a condition comparable to their condition prior to Grantee's activities in the Easement Area, including but not limited to the reseeding and replanting of any disturbed areas in a manner reasonably satisfactory to the Grantor, and the provision of ongoing maintenance of any seeded or planted areas, correction of any subsidence, and restoration of any other improvements or conditions impacted by Grantee's activities, until such time as any such repair and restoration is fully established and stabilized. If applicable, Grantee shall comply with the special restoration requirements on **Exhibit D**.
5. Maintenance of the Easement Area.
- A. Grantor will maintain the surface of the Easement Area (except for the Easement Improvements) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements; however, Grantor is not responsible for any conditions directly caused by Grantee's use and occupancy of the Easement Area.
 - B. Grantor will not deposit, or permit, or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area.
6. As-Built Drawings. Grantee will provide Grantor with as-built drawings accurately depicting the location and nature of the Easement Improvements constructed within the Easement Area no later than thirty (30) days following completion of the Easement Improvements, and no later than thirty (30) days following a change in the type, number or location of the Easement Improvements, as described in Section 3.
7. Representations of Grantor. Grantor makes no representations or warranties as to lawful

ownership of Grantor's Property.

8. Recordation. Grantee will record this Conveyance in the records of the Larimer County Clerk and Recorder and furnish evidence of such recording to Grantor. This Conveyance will not be valid until it is recorded. If this Conveyance has not been recorded with the Larimer County Clerk and Recorder within ninety (90) days of the Effective Date, then this Conveyance will be null and void and have no force and effect whatsoever, and the parties will be relieved of any remaining obligations hereunder as of the date of such termination.

9. Abandonment. Should Grantee fail to construct the Improvements within five (5) years from the date of this Conveyance, or should Grantee permanently discontinue maintaining and using the Easement Improvements within the Easement Area for a period of five (5) years, this shall constitute an abandonment of the Easement, the Easement Improvements, and Grantee's rights under this Conveyance, and the Easement shall automatically terminate, and Grantee shall, at its own sole cost and expense, remove all Easement Improvements from the Easement Area, provided that Grantee shall consult with Grantor in advance of any such removal, and Grantor shall be entitled to require Grantee to leave some or all such Easement Improvements in place. If Grantee removes the Easement Improvements from the Easement Area, Grantee shall carry out such removal consistent with the requirements set forth in Section 4 and restore the Easement Area, at its sole cost and expense, to a condition comparable to its condition just prior to Grantee's removal activities. Grantee shall then execute and record a termination or quitclaim to Grantor of the Easement.

10. Indemnity and Insurance.

- A. Grantee agrees to release and, unless Grantee is a governmental entity, indemnify Grantor, its officers, agents, employees, representatives, successors and assigns from and against all claims that may accrue to Grantee for personal injury, death or property damage resulting from or arising out of Grantee's use of the Easement Area or other activities on Grantor's Property. To the extent permitted by law, and without waiving any of the provision so the Colorado Governmental Immunity Act, Grantee assumes responsibility, as between Grantor and Grantee, for any liability to third parties arising out of Grantee's use of the Easement Area or other activities on Grantor's Property, including but not limited to the construction, installation, operation, repair, and maintenance of improvements within the Easement Area, and for any actions or omissions by Grantee in violation of this Conveyance.
- B. Grantee shall procure, pay for, and keep in full force and effect during the term of this Conveyance a comprehensive policy of general liability insurance covering the Easement Improvements and insuring Grantee in an amount not less than One Million dollars (\$1,000,000.00) covering bodily injury, including death to persons, personal injury, and property damage liability arising out of a single occurrence. Such coverage must include, without limitation, the insured's liability for property damage, bodily injuries, and death of persons in connection with Grantee's activities in the Easement Area or on Grantor's Property, the operation,

maintenance, or use of the Easement Improvements (including acts or omissions of Grantee or of its officers, employees, or agents), and protection against liability for non-owned and hired automobiles. Such coverage must also include coverage for such other risks as are customarily required by private institutional mortgage lenders with regard to property similar in construction, location, and use as the Easement Improvements. All policies of insurance required hereunder must name Grantor as an additional insured and shall contain a provision that the policy or policies cannot be canceled or materially altered either by the insured or the insurance company until fifteen (15) days' prior written notice thereof is given to Grantor. Upon issuance or renewal of any such insurance policy, Grantee shall furnish a certificate of insurance to Grantor. In the event Grantee fails or neglects to maintain, or require its contractor to procure and maintain, as applicable, the insurance required by this paragraph, then Grantor shall have the right, upon giving Grantee reasonable notice of its election to do so, to take out and maintain such insurance at the expense of Grantee, and in such event the cost of such insurance shall be paid for by Grantee promptly upon receipt of an invoice covering such charges.

11. Notices. Any notice or other communication relating to this Conveyance must be in writing and shall be deemed given (i) when delivered personally, or (ii) on the first business day which is three (3) days following mailing by certified mail, return receipt requested and postage prepaid, or (iii) the next business day after sending by a nationally recognized overnight delivery service, and addressed to the party at its respective address on the first page of this Conveyance.

12. Default, Remedies and Litigation Expenses. If a party to this Conveyance is in default in performance of its respective obligations hereunder, the other party has the right to an action for specific performance or damages or both. Prior to proceeding with any such action, the party not in default must first send written notice to the defaulting party specifying the default and affording such party a reasonable period to cure the default. In the event a party defaults in any of its covenants or obligations and the party not in default commences and substantially prevails in any legal or equitable action against the defaulting party, the defaulting party expressly agrees to pay all reasonable expenses of the litigation, including a reasonable sum for attorneys' fees or similar costs of legal representation.

13. Assignment. Grantee may not assign its rights under this Conveyance without the prior written consent of Grantor.

14. Additional Terms and Conditions. Whenever used herein, the singular number includes the plural, the plural the singular, and the use of any gender is applicable to all genders. All the covenants herein contained are binding upon and inure to the benefit of the parties hereto, their personal representatives, successors, and assigns. This Conveyance is to be construed and enforced according to the laws of Colorado, and venue in any proceeding related to this Conveyance shall be in Larimer County, Colorado. If any term of this Conveyance is determined by any court to be unenforceable, the other terms of this Conveyance shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in

order to adopt mutually agreeable amendments to this Conveyance as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

15. Authority. Each person executing this Conveyance represents and warrants that he or she is duly authorized to execute this Conveyance in his or her individual or representative capacity as indicated.

IN WITNESS WHEREOF, Grantee has hereunder set its hand and seal the day and year written below; and Grantor has caused this Conveyance to be executed by its Mayor, attested to by its City Clerk, and its corporate seal to be hereunto affixed, all pursuant to Ordinance No. _____ 20____, passed on final reading by the City Council of the City of Fort Collins on the _____ day of _____, 20____.

[Signatures on following page(s)]

GRANTOR:

THE CITY OF FORT COLLINS, COLORADO
a municipal corporation

Date

Jeni Arndt, Mayor

ATTEST:

City Clerk

(Printed name)

APPROVED AS TO FORM:

Assistant City Attorney

(Printed name)

ACCEPTANCE BY GRANTEE:

4401 Innovation Dr LLC

Date: _____

Neil Bellefeuille, Partner

ATTEST:

Signature

(Name, Title)

ACCEPTANCE BY GRANTEE:

Kederike, LLC

Date: _____

Officer with signing authority

ATTEST:

Signature

(Name, Title)





EXHIBIT

DRAINAGE EASEMENT PICKLEBALL FACILITY AT 4401 INNOVATION DRIVE

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT A, GOLDEN MEADOWS BUSINESS PARK RECORDED UNDER RECEPTION NO. 266612 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF FORT COLLINS, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTHERLY LINE OF LOT 19, REPLAT OF LOTS 13, 14, 15, 16, AND 18, GOLDEN MEADOWS BUSINESS PARK, BEING MONUMENTED AT THE WEST END BY A 1" YELLOW PLASTIC CAP STAMPED "LS 18471" AND AT THE EAST END BY A NO. 4 REBAR WITH NO CAP, BEARING S89°52'12"E AS REFERENCED TO COLORADO STATE PLANE NORTH ZONE.

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 19, REPLAT OF LOTS 13, 14, 15, 16, AND 18, GOLDEN MEADOWS BUSINESS PARK, RECORDED UNDER RECEPTION NO. 316057 IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER;

THENCE ON THE NORTHERLY LINE OF SAID LOT 19, ALSO BEING THE SOUTHERLY LINE OF TRACT A, GOLDEN MEADOWS BUSINESS PARK RECORDED UNDER RECEPTION NO. 266612, S89°52'12"E A DISTANCE OF 164.61 FEET, TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTHERLY LINE, N00°00'00"E A DISTANCE OF 36.56 FEET;

THENCE N90°00'00"E A DISTANCE OF 20.00 FEET;

THENCE S00°00'00"W A DISTANCE OF 36.61 FEET, TO A POINT ON SAID SOUTHERLY LINE;

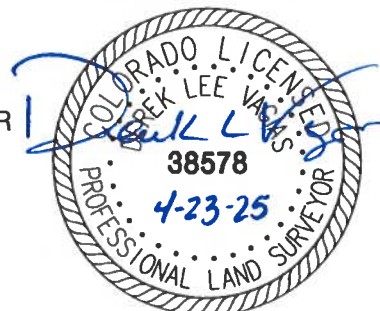
THENCE ON SAID LINE, N89°52'12"W A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 732 SQUARE FEET OR 0.0168 ACRES.

PROPERTY DESCRIPTION STATEMENT

I, DEREK LEE VAGIAS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

DEREK LEE VAGIAS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38578
FOR AND ON BEHALF OF JR ENGINEERING, LLC

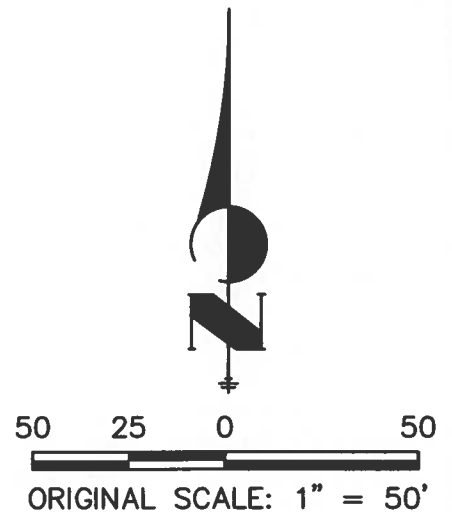
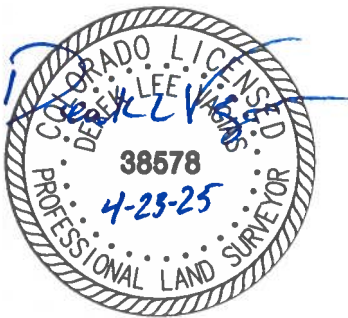
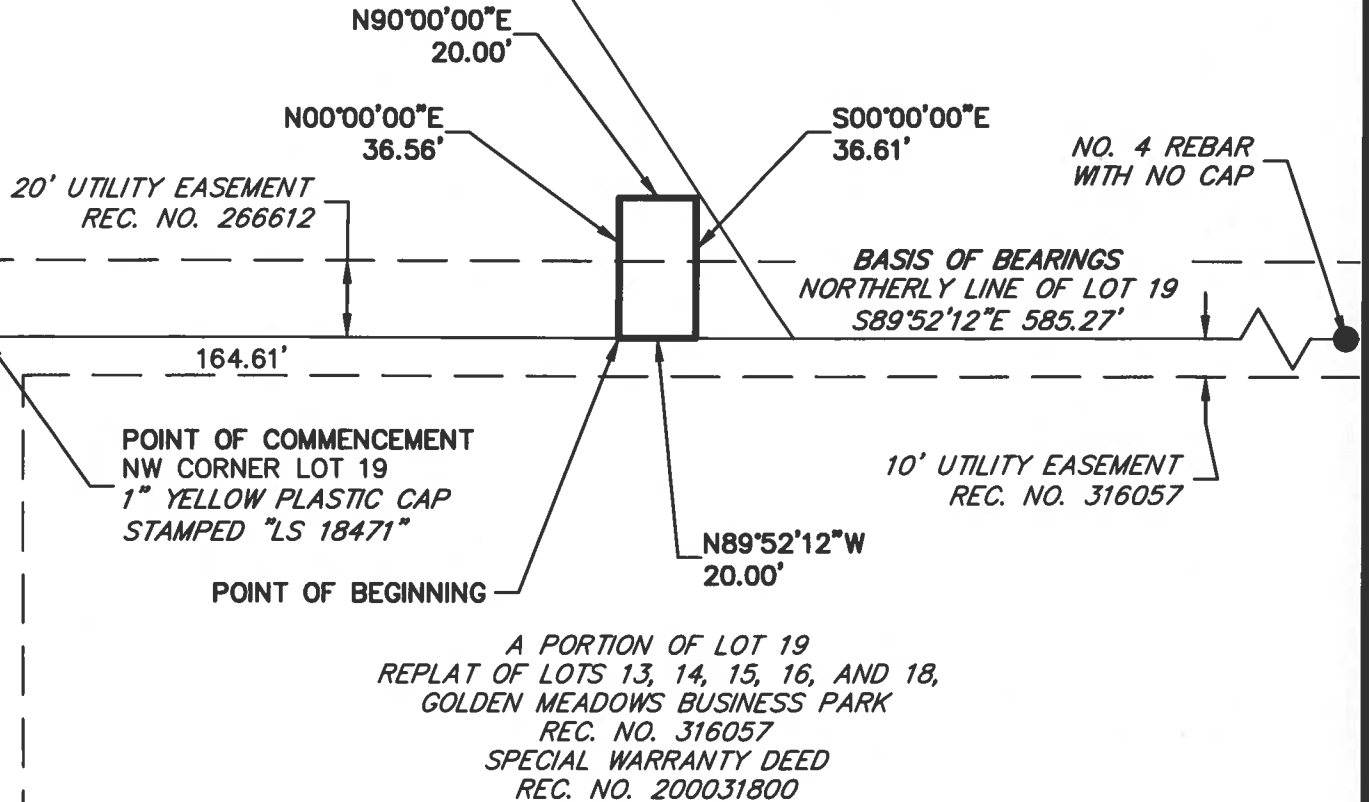


EXHIBIT

TRACT A
GOLDEN MEADOWS
BUSINESS PARK
REC. NO. 266612

SE1/4 SEC. 31,
T7N, R68W, 6TH PM

TRACT B
GOLDEN MEADOWS
BUSINESS PARK
REC. NO. 266612



NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

DRAINAGE EASEMENT
PICKLEBALL FACILITY AT 4401 INNOVATION DRIVE
PROJECT NO.: 39838.00
DATE: 4/21/2025

SHEET: 2 OF 2



J-R ENGINEERING
A Westrian Company

Centennial 303-740-8383 • Colorado Springs 719-583-2583
Fort Collins 970-491-8888 • www.jrengineering.com

EXHIBIT C TO ORDINANCE NO. 102, 2025

Exhibit C
The Southern Parcel

Description:

4.88 acres, more or less, located in the Southeast Quarter (SE/4) of Section 31, T7N, R68W, 6th PM, Larimer County, Colorado, being more particularly described as all of the lands described in the Condominium Map recorded April 14, 2025, at Reception No. 20250015271, Clerk and Recorder's Records, Larimer County, Colorado.

Location Address:

4401 Innovation Dr.
Fort Collins, Colorado 80525

Assessor Parcel Number(s):

8731408019

Map:

